BILL NO. S-85-04-20

SPECIAL ORDINANCE NO. S-65-85

AN ORDINANCE approving Contract #408-85, Phase IV, Southwest Interceptor S-2, GM by the City of Fort Wayne by and through its Board of Public Works and Safety and Land Excavating, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract #408-85, Phase IV, Southwest Interceptor S-2, GM by the City of Fort Wayne by and through its Board of Public Works and Safety and Land Excavating, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> Beginning at the connection point with Phase V of this resolution and located 150± L.F. South and 45± L.F. East of the centerline of the bridge structure on Coverdale Road over the Robinson-Brindel Drain (said structure being 2,832± L.F. South of the centerline intersection of Dalman Road); thence Southerly along Coverdale Road 6,838± L.F. to a proposed manhole to be constructed by Phase VI of Res. 407-85 and located 30± L.F. east of the centerline intersection of Coverdale Road and Indianapolis Road (Old S.R. 3). Said main shall be a 36 inch diameter gravity sanitary sewer and a siphon structure;

the Contract price is Six Hundred Eighty-Three Thousand Five Hundred Fourteen and 20/100 Dollars ($683,514.20).

SECTION 2. Prior Approval was received from Council with respect to this Contract on March 12, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

FOX RIVER BOND
25% COTTON

Read the first time in full and on motion by Henry, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.

DATE: 4-9-85

Nadejda Eshcoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-23-85

Nadejda Eshcoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-65-85 on the 23rd day of April, 19 85,

ATTEST: (SEAL)

Nadejda Eshcoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Mark E. Gia Quinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Nadejda Eshcoff
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Approved and signed by me this 25th day of April, 19 85, at the hour of 9:00 o'clock A.M.,E.S.T.

[signature]
WIN MOSES, JR., MAYOR

CONTRACT NO. 408-85
PHASE IV

THIS CONTRACT made and entered into in triplicate this 27th day of March, 1985, by and between LAND EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the installation of the following:

SOUTHWEST INTERCEPTOR S-2; Phase IV

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11141, Sheets 1 thru 20 inclusive and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of Six hundred eighty-three thousand, five hundred fourteen and twenty/100 dollars---------- ($ 683,514.20). In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal. (See Exhibit "A")

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4 ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work

"EXHIBIT "A"
Resolution 408-1985 - Phase IV

1	36" Sewer Pipe	Seventy-One and 50/100	$ 71.50
2	Type II-J MH 60"	Two Thousand Four Hundred Twenty and no/100 Dollars	$ 2,420.00
3	Type II MH w/Drop Pipe 60" Diameter	Two Thousand Nine Hundred Thirty and no/100 Dollars	$ 2,930.00
4	Type V-J MH	Two Thousand Five Hundred Seventy and no/100 Dollars	$ 2,570.00
5	6" Tees or Wyes	Seventy-Five and no/100 Dollars	$ 75.00
6	6" Building Sewer	Fifteen and 70/100 Dollar	$ 15.70
7	#53 or #73 Sp. Backfill	Eight and 60/100 Dollars	$ 8.60
8	Deep Strength Asphalt Surface Restor.(Coverdale)	Fourteen and no/100 Dollars	$ 14.00
9	Deep Strenth Asphalt Surface Restoration (Indianapolis Road)	Twenty-Two and no/100 Dollars	$ 22.00
10	Gravel Surface Restoration	Four and no/100 Dollars	$ 4.00
11	Type II Seal Coat	No Dollars and 80/100	$ .80
12	Siphon Structure	Thirty-Seven Thousand Eight Hundred Forty-Five and no/100	$37,845.00
13	Seeding, Mulch & Fert. Inc. Top Soil	No dollars and 90/100	$ .90
14	For Final Connection at Indianapolis Road	One Thousand Seven Hundred Forty and no/100	$ 1,740.00
15A	Epoxy Coating 36" Sewer Pipe	Five and no/100 Dollars	$ 5.00
16A	Furnish 36" pipe to Phase V	Forty-Five and no/100 Dollars	$ 45.00
17A	12 Gauge Sheet Piling Left in Place	Nine and 50/100 Dollars	$ 9.50

provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless the City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of the City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 408-85, Phase IV,
B. Instructions to Bidders for Contract No. 408-85, Phase IV,
C. Contractor's Proposal dated January 30, 1985,
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11141 sheets 1 thru 20 inclusive,
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23,

1980, and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department,

F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne,
G. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended),
H. Prevailing wage scale,
I. Performance Bond,
J. Labor and Material Payment Bond,
K. Comprehensive Liability Insurance Coverage,
L. Application for road cut permit (City and County)
M. Escrow Agreement,
N. Notice of Award,
O. Notice to Proceed,
P. Change Order,
Q. Notice of Final Acceptance,
R. Special Provisions, and
S. Soil Boring Appendix.
T. Allen County Drainage Board legal drain crossing permits.
U. Addendum No. 1

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract, see special notes: L. page SP/3

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the

date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Jack Braun
Jack Braun, President

BY: Joy Braun
Joy Braun, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses
Win Moses, Jr., Mayor

ATTEST:

Helen D. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Shroyer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester
David J. Kiester,
Director of Public Works and Safety

Cosette R. Simon,
Director of Administration and Finance

Lawrence D. Consalvos
Lawrence D. Consalvos,
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____.

Contract No. 408-85
Phase IV

Bond No. B 57 13 39

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of SIX HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED FOURTEEN

DOLLARS AND 20/100 . . . . . Dollars ($ 683,514.20), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 6, 19 85 , entered into a contract with Owner for

Southwest Interceptor S-2 Resolution
408-1985, Sanitary Sewer Phase IV -
Gravity Sewer Coverdale Road

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this twenty-fifth day of March 19 85

Jay Braun
(Witness)

Walter E. Manske
(Witness)

LAND EXCAVATING, INC. (Seal)
(Principal)
By: Jack Braun, President
(Title)

RELIANCE INSURANCE COMPANY
By: Fred L. Tagtmeyer
Fred L. Tagtmeyer (Title) Attorney-in-Fact

Performance Bond
Revised to February, 1970
SB 5715ax (1) Printed in U.S.A.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of SIX HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS AND 20/100 Dollars ($ 683,514.20),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 6, 19 85, entered into a contract with Owner for

Southwest Interceptor S-2 Resolution
408-1985, Sanitary Sewer Phase IV -
Gravity Sewer Coverdale Road

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 25th day of March 19 85

LAND EXCAVATING, INC. (Seal)
(Principal)

(Witness)

By:
(Title)

RELIANCE INSURANCE COMPANY

Walter E. Mauske
(Witness)

By: Fred L. Tagtmeyer
Fred L. Tagtmeyer Attorney-in-fact

Labor and Material Payment Bond
Revised to February, 1970

SB 5715ax (2) Printed in U.S.A.
BDR-2304A – ED. 7-71

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By [signature]

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Lorraine E. Burney

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25th day of March 1985.

Assistant Secretary James F. Marckstein

BDR-1431 Ed. 6/79

Admn. Appr. _____

TITLE OF ORDINANCE Contract No. 408-85, Phase IV, Southwest Interceptor S-2, GM

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 1-F5-04-20

SYNOPSIS OF ORDINANCE Contract No. 408-85, Phase IV, Southwest Interceptor S-2, GM, is for the following: Beginning at the connection point with Phase V of this resolution and located 150± L.F. South and 45 ± L.F. East of the centerline of the bridge structure on Coverdale Road over the Robinson-Brindel Drain (said structure being 2,832± L.F. South of the centerline intersection of Dalman Road); thence Southerly along Coverdale Road 6,838± L.F. to a proposed manhole to be constructed by Phase VI of Res. 407-85 and located 30±L.F. east of the centerline intersection of Coverdale Road and Indianapolis Road (Old S.R. 3) Said main shall be a 36 inch diameter gravity sanitary sewer and a siphon structure. Land Excavating, Inc., Contract

PRIOR APPROVAL RECEIVED 3/12/85

EFFECT OF PASSAGE Sewer to serve above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $683,514.20

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract #408-85, Phase IV, Southwest Interceptor S-2, GM by the City of Fort Wayne by and through its Board of Public Works and Safety and Land Excavating, Inc.,

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	DONALD J. SCHMIDT	
	JAMES S. STIER	
	CHARLES B. REDD	

CONCURRED IN 4-23-85

SANDRA E. KENNEDY
CITY CLERK